

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
(FORT WORTH DIVISION)**

NEXTGEAR CAPITAL, INC. AND  
AUTOMOTIVE FINANCE  
CORPORATION,

Plaintiffs,

v.

DRUIEN, INC. D/B/A LAWTON AUTO  
AUCTION A/K/A LAWTON CACHE  
AUTO AUCTION, LISA DRUIEN,  
MICHAEL VERNON GARRISON D/B/A  
ROCK HILL USED CARS, AND  
AUSTIN MICHAEL GARRISON A/K/A  
MIKE GARRISON D/B/A AUSTIN  
FINANCIAL SERVICES,

Defendants.

Civil Action No. 4:20-CV-959-BJ

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**NOTICE OF SUBPOENA COMMANDING THE PRODUCTION OF DOCUMENTS**

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NextGear Capital, Inc. and Automotive Finance Corporation, plaintiffs in the above-styled civil federal action, hereby give notice pursuant to FED. R. CIV. P. 45(a)(4) to all parties that it intends to serve the attached subpoena commanding the production of documents upon Enviro Clean Services, LLC.

Respectfully submitted,

PADFIELD & STOUT, L.L.P.  
420 Throckmorton Street, Suite 1210  
Fort Worth, Texas 76102  
817-338-1616 phone  
817-338-1610 fax

/s/ Christopher V. Arisco  
\_\_\_\_\_  
Alan B. Padfield  
State Bar I.D. # 00784712  
abp@padfieldstout.com  
Christopher V. Arisco  
State Bar I.D. #24064830  
carisco@padfieldstout.com

*Attorneys for NextGear Capital, Inc. and  
Automotive Finance Corporation*

**CERTIFICATE OF SERVICE**

I hereby certify that on March 3, 2021, I served a copy of the foregoing Notice of Subpoena Commanding The Production of Documents to Druien, Inc. and Lisa Druien, by and through their counsel of record, Joseph M. Vacek and Richard Tallini, of Bailey & Galyen at 1300 Summit Avenue, Suite 650, Fort Worth, Texas 76102, via ECF and/or e-mail at jvacek@galyen and rtallini@galyen.com, and defendants Michael Vernon Garrison, *pro se*, at 549 I-30 E., Sulphur Springs, Texas 75482, and Austin Michael Garrison, *pro se*, at 4658 I-30 E., Sulphur Springs, Texas 75482.

/s/ Christopher V. Arisco  
\_\_\_\_\_  
Alan B. Padfield  
State Bar I.D. # 00784712  
abp@padfieldstout.com  
Christopher V. Arisco  
State Bar I.D. #24064830  
carisco@padfieldstout.com

*Attorneys for NextGear Capital, Inc. and  
Automotive Finance Corporation*

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

## UNITED STATES DISTRICT COURT

for the

Northern District of Texas

NextGear Capital, Inc. and Automotive Finance Corp

*Plaintiff*

v.

Druien, Inc. d/b/a Lawton Auto Auction, Lisa Druien,  
Michael Garrison and Austin Garrison*Defendant*

Civil Action No. 4:20-CV-959-BJ

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Enviro Clean Services, LLC by serving Cat Lard at 525 Central Park Drive, Suite 500, Oklahoma City, Oklahoma 73105.

*(Name of person to whom this subpoena is directed)*

☒ **Production: YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: Documents related to the sale/transfer of the vehicles identified in the attached Exhibit "A" Duces Tecum, and complete, sign, have notarized, and return the attached business records affidavit along with any responsive documents produced. Blanks preceded with the "\*" symbol in the business records affidavit must be complete.

Place: Padfield & Stout, LLP, 420 Throckmorton Street, Suite  
1210, Fort Worth, Texas 76102

Date and Time:

04/10/2021 12:00 pm

☐ **Inspection of Premises: YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 03/03/2021

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*

*Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* NextGear Capital, Inc. and Automotive Finance Corporation, who issues or requests this subpoena, are:

Christopher V. Arisco, 420 Throckmorton Street, Suite 1210, Fort Worth, Texas 76102, carisco@padfieldstout.com

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 4:20-CV-959-BJ

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_.

☐ I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**EXHIBIT "A"**  
**DUCES TECUM**

**Documents and Records to be Produced:**

Document Requests Related to 2015 Ford F250, VIN # 1FT7W2BTXFEC10911

1. Produce all auction invoices, receipts, and statements related to the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911, which is identified in the Exhibit "B" Lawton Auto Auction invoice dated January 22, 2020.
2. Produce all written contracts, agreements, and any exhibits or attachments thereto with Druen Inc. d/b/a Lawton Auto Auction related to the sale by Enviro Clean Services, LLC of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911.
3. Produce all written contracts, agreements, and any exhibits or attachments thereto with Michael Garrison d/b/a Rock Hill Used Cars related to the sale by Enviro Clean Services, LLC of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911.
4. Produce all written contracts, agreements, invoices, receipts, certificates of title or title applications and documents, or other related documents reflecting the sale or transfer of ownership of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 to Rock Hill Used Cars as set forth in the attached Exhibit "C" Texas Certificate of Title.
5. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Michael Garrison d/b/a Rock Hill Used Cars related to the sale or transfer of the 2008 Ford F5D, 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 from January 1, 2019, to present.
6. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Druen, Inc. d/b/a Lawton Auto Auction related to the sale or transfer of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 from January 1, 2019, to present.
7. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Lisa Druen related to the sale or transfer of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 from January 1, 2019, to present.
8. Produce all copies of checks (front and back) received by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 from January 1, 2019, to present.
9. Produce any monthly bank statements (redaction of confidential material permitted) identifying the receipt of money by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 from January 1, 2019, to present.

Document Requests Related to 2015 Ford F350, VIN # 1FD8W3HT2FEA32814

10. Produce all auction invoices, receipts, and statements related to the sale of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814, which is identified in the Exhibit "D" Lawton Auto Auction invoice dated January 3, 2020.
11. Produce all written contracts, agreements, and any exhibits or attachments thereto with Druen Inc. d/b/a Lawton Auto Auction related to the sale by Enviro Clean Services, LLC of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814.
12. Produce all written contracts, agreements, and any exhibits or attachments thereto with Michael Garrison d/b/a Rock Hill Used Cars related to the sale by Enviro Clean Services, LLC of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814.
13. Produce all written contracts, agreements, invoices, receipts, certificates of title or title applications and documents, or other related documents reflecting the sale or transfer of ownership of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 to Rock Hill Used Cars as set forth in the attached Exhibit "E" Oklahoma Certificate of Title.
14. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Michael Garrison d/b/a Rock Hill Used Cars related to the sale or transfer of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 from January 1, 2019, to present.
15. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Druen, Inc. d/b/a Lawton Auto Auction related to the sale or transfer of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 from January 1, 2019, to present.
16. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Lisa Druen related to the sale or transfer of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 from January 1, 2019, to present.
17. Produce all copies of checks (front and back) received by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 from January 1, 2019, to present.
18. Produce any monthly bank statements (redaction of confidential material permitted) identifying the receipt of money by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 from January 1, 2019, to present.

Document Requests Related to the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463

19. Produce all auction invoices, receipts, and statements related to the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463, which is identified in the Exhibit "F" Lawton Auto Auction invoice dated January 15, 2020.
20. Produce all written contracts, agreements, and any exhibits or attachments thereto with Druen Inc. d/b/a Lawton Auto Auction related to the sale by Enviro Clean Services, LLC of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463.
21. Produce all written contracts, agreements, and any exhibits or attachments thereto with Michael Garrison d/b/a Rock Hill Used Cars related to the sale by Enviro Clean Services, LLC of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463.
22. Produce all written contracts, agreements, invoices, receipts, certificates of title or title applications and documents, or other related documents reflecting the sale or transfer of ownership of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 to Rock Hill Used Cars as set forth in the attached Exhibit "G" Oklahoma Certificate of Title.
23. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Michael Garrison d/b/a Rock Hill Used Cars related to the sale or transfer of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 from January 1, 2019, to present.
24. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Druen, Inc. d/b/a Lawton Auto Auction related to the sale or transfer of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 from January 1, 2019, to present.
25. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Lisa Druen related to the sale or transfer of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 from January 1, 2019, to present.
26. Produce all copies of checks (front and back) received by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 from January 1, 2019, to present.
27. Produce any monthly bank statements (redaction of confidential material permitted) identifying the receipt of money by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 from January 1, 2019, to present.

**EXHIBIT "B"**

Lawton Cache Auto Auction

1 Southwest 112th St.  
Lawton, OK 73505**INVOICE & BILL OF SALE**

580-536-4645

Print Date: 1/23/2020

Print Time: 12:21 PM



ANNOUNCED CONDITIONS OR COMMENTS:

UNIT# 027

<b>BUYER(Purchaser) :P-109420 376</b> Mike Garrison 903-951-8597 Rock Hill Used Cars 549 Interstate 30 East Sulphur Springs, TX 75482		<b>Seller A32814</b> A32814 ENVIROCLEAN Cat Lard Po Box 721090 Oklahoma City, OK 73172	<b>SALE#: 39647</b> <b>DATE: 1/22/20</b> <b>STATUS: SLD</b> <b>DRIVE: Green</b> <b>LANE</b>
<b>VEHICLE DESCRIPTION</b> SERIAL <u>1FT7W2BTXFEC10911</u> <u>C10911</u> ODOMETER STATUS YEAR <u>2015</u> MAKE <u>FORD</u> MODEL <u>F250SD</u> BODY <u>CREW C</u> COLOR <u>White</u> RADIO LICENSE FUEL <u>Diesel</u> TITLE TRANS <u>AUTO</u>		<b>ODOMETER DISCLOSURE STATEMENT</b> Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I _____ state that the odometer (Transferor's /seller hand printed name) (Of the vehicle herein described) now reads <u>123863</u> miles and to the best of my knowledge, it reflects the actual mileage of the vehicle, unless one of the following statements is checked. <input type="checkbox"/> (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. <input type="checkbox"/> (2) I hereby certify that the odometer reading is NOT the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> Transferor's (Seller) signature _____ Transferee's (buyer) signature _____ Transferee's (buyer) signature _____ Printed name of person(buyer) signing _____	
SALE PRICE: 26,500			
BUYER FEE: 470.00			
DRAFT FEE:			
SALES TAX			
TOTAL DUE: 26,970.00			
PAID: 26,970.00			
BALANCE: \$0.00			
PD BY:FI NEXTGEAR			

ALL SALES FINAL DAY OF SALE. It is understood and agreed, between the consignor, the purchaser and Lawton Cache Auto Auction is not responsible for fire, theft, or damage to the above described vehicle while on the premises before, during or after the sale. LAWTON CACHE AUTO AUCTION DOES NOT HAVE INSURANCE COVERING ANY VEHICLE. "This sale is solely a transaction between the buyer and the seller parties" ~ Subject to final handing and approving of the Auction. The buyer is expected to pay for any vehicle which he/she buys unless excused by the Auction. Please clear all items promptly after purchase. The Auction does not guarantee the mileage, year, model or factory warranty on any vehicle sold through this auction. Seller warrants that he/she has good negotiable title and that it is free and clear of all items and or encumbrances. Signatory parties agree that sale transaction is not complete until all drafts or checks have cleared and title is assigned to purchaser. Effective IMMEDIATELY, AS OF TODAY January 17, 2018, ALL SALES MUST be paid for the night of the Auction, with cash, check or a floor plan company. If NO payment is here at the time title arrives, a fee of \$25.00 will be added to your total daily.

## EXHIBIT "C"

TEXAS CERTIFICATE OF TITLE			
		TEXAS DEPARTMENT OF MOTOR VEHICLES <b>127338295</b>	
VEHICLE IDENTIFICATION NUMBER <b>1FT7W2BTXFEC10911</b>	YEAR MODEL <b>2015</b>	MAKE OF VEHICLE <b>FORD</b>	BODY STYLE <b>PK</b>
MODEL <b>FORD MIDW</b>		MFG. CAPACITY IN TONS <b>7500</b>	WEIGHT <b>FFX7166</b>
PREVIOUS OWNER <b>JOE COOPER</b>		TITLE/DOCUMENT NUMBER <b>05771342458104429</b>	DATE TITLE ISSUED <b>04/08/2016</b>
OWNER <b>ENVIRO CLEAN SERVICES LLC</b> <b>PO BOX 721090</b> <b>OKLAHOMA CITY, OK 73172</b>		LICENSE NUMBER <b>FFX7166</b>	ODOMETER READING <b>5</b>
REMARK(S) <b>ACTUAL MILEAGE</b> <b>DIESEL</b>			
X _____ SIGNATURE OF OWNER OR AGENT MUST BE IN INK.			
UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.			
DATE OF LIEN <b>04/15/2015</b>	1ST LIENHOLDER <b>TEXAS CAPITAL BANK, NATIONAL ASSOCIATION</b> <b>2350 LAKESIDE BLVD. STE 800</b> <b>RICHARSON, TX 75082</b>		1ST LIEN RELEASED <b>8/1/18</b> DATE
DATE OF LIEN	2ND LIENHOLDER		BY  AUTHORIZED AGENT <b>Steve Moon, SVP</b> <b>Texas Capital Bank</b>
DATE OF LIEN	3RD LIENHOLDER		2ND LIEN RELEASED DATE
DATE OF LIEN			BY AUTHORIZED AGENT
IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.			3RD LIEN RELEASED DATE
RIGHTS OF SURVIVORSHIP AGREEMENT WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).			BY AUTHORIZED AGENT
FORM 30-C REV. 03/2015			SIGNATURE DATE
DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.			SIGNATURE DATE
			SIGNATURE DATE

WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE INDICATING A DATE OF SALE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 30 DAYS TO AVOID PENALTY.	
ASSIGNMENT OF TITLE	<p><b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b></p> <p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p> <p>ROCK HILL USED CARS 519130 E SULPHUR SPRING TX 75482</p> <p>Name of Purchaser _____ Street _____ City _____ State _____ Zip _____</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p><input checked="" type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.</p> <p><input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.</p> <p>ODOMETER READING (No Ticks) _____</p> <p>Date of Sale 12-20-19 <input checked="" type="checkbox"/> Signature of Seller/Agent _____ Printed Name (same as signature) Jessica Presley</p> <p>I am aware of the above odometer certification made by the seller/agent.</p> <p>Signature of Buyer/Agent _____ Printed Name (same as signature) _____</p>
	<p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p> <p>Name of Purchaser _____ Street _____ City _____ State _____ Zip _____</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p><input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.</p> <p><input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.</p> <p>ODOMETER READING (No Ticks) _____</p> <p>Date of Sale _____ Dealer No. _____</p> <p>Dealer's Name _____</p> <p>Agent's Signature _____ Printed Name (same as signature) _____</p> <p>I am aware of the above odometer certification made by the seller/agent.</p> <p>Signature of Buyer/Agent _____ Printed Name (same as signature) _____</p>
FIRST REASSIGNMENT DEALER ONLY	<p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p> <p>Name of Purchaser _____ Street _____ City _____ State _____ Zip _____</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p><input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.</p> <p><input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.</p> <p>ODOMETER READING (No Ticks) _____</p> <p>Date of Sale _____ Dealer No. _____</p> <p>Dealer's Name _____</p> <p>Agent's Signature _____ Printed Name (same as signature) _____</p> <p>I am aware of the above odometer certification made by the seller/agent.</p> <p>Signature of Buyer/Agent _____ Printed Name (same as signature) _____</p>
SECOND REASSIGNMENT DEALER ONLY	<p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p> <p>Name of Purchaser _____ Street _____ City _____ State _____ Zip _____</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p><input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.</p> <p><input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.</p> <p>ODOMETER READING (No Ticks) _____</p> <p>Date of Sale _____ Dealer No. _____</p> <p>Dealer's Name _____</p> <p>Agent's Signature _____ Printed Name (same as signature) _____</p> <p>I am aware of the above odometer certification made by the seller/agent.</p> <p>Signature of Buyer/Agent _____ Printed Name (same as signature) _____</p>
THIRD REASSIGNMENT DEALER ONLY	<p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p> <p>Name of Purchaser _____ Street _____ City _____ State _____ Zip _____</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p><input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.</p> <p><input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.</p> <p>ODOMETER READING (No Ticks) _____</p> <p>Date of Sale _____ Dealer No. _____</p> <p>Dealer's Name _____</p> <p>Agent's Signature _____ Printed Name (same as signature) _____</p> <p>I am aware of the above odometer certification made by the seller/agent.</p> <p>Signature of Buyer/Agent _____ Printed Name (same as signature) _____</p>
LIEN	<p>LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE:</p> <p>1ST LIEN IN FAVOR OF (NAME &amp; ADDRESS) _____</p>

**EXHIBIT "D"**

Lawton Cache Auto Auction

1 Southwest 112th St.  
Lawton, OK 73505 **COMPLETED**

1-7-20

**INVOICE & BILL OF SALE**

580-536-4645

Print Date: 1/06/2020

Print Time: 2:52 PM

ANNOUNCED CONDITIONS OR COMMENTS:

UNIT# 010

**BUYER(Purchaser) :** P-109420 376  
 Mike Garrison 903-440-5557  
 Rock Hill Used Cars  
 549 Interstate 30 East  
 Sulphur Springs, TX 75482

**Seller A32814**  
 A32814 ENVIROCLEAN  
 Cat Lard  
 Po Box 721090  
 Oklahoma City, OK 73172

**SALE#:** 39208  
**DATE:** 1/03/20  
**STATUS:** SLD  
**DRIVE:** Green  
**LANE**

**VEHICLE DESCRIPTION**

**SERIAL** 1FD8W3HT2FEA32814 **A32814**  
**ODOMETER STATUS**  
**YEAR** 2015 **MAKE** FORD  
**MODEL** F350 **BODY** 4DR  
**COLOR** White **RADIO**  
**LICENSE** **FUEL** Diesel  
**TITLE** **TRANS** AUTO

**ODOMETER DISCLOSURE STATEMENT**

Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I \_\_\_\_\_ state that the odometer  
 (Transferor's/seller hand printed name)

(Of the vehicle herein described) now reads **112637** miles and to the best of my knowledge, it reflects the actual mileage of the vehicle, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

**WARNING - ODOMETER DISCREPANCY.**

Transferor's (Seller) signature \_\_\_\_\_

Transferee's (buyer) signature \_\_\_\_\_

Transferee's (buyer) signature \_\_\_\_\_

Printed name of person(buyer) signing \_\_\_\_\_

SALE PRICE: 34,500

BUYER FEE: 570.00

DRAFT FEE:

SALES TAX

TOTAL DUE: 35,070.00

PAID: 35,070.00

BALANCE: \$0.00

PD BY:FI  
AFC

**ALL SALES FINAL DAY OF SALE.** It is understood and agreed, between the consignor, the purchaser and Lawton Cache Auto Auction is not responsible for fire, theft, or damage to the above described vehicle while on the premises before, during or after the sale. **LAWTON CACHE AUTO AUCTION DOES NOT HAVE INSURANCE COVERING ANY VEHICLE.** "This sale is solely a transaction between the buyer and the seller parties" ~ Subject to final handing and approving of the Auction. The buyer is expected to pay for any vehicle which he/she buys unless excused by the Auction. Please clear all items promptly after purchase. The Auction does not guarantee the mileage, year, model or factory warranty on any vehicle sold through this auction. Seller warrants that he/she has good negotiable title and that it is free and clear of all items and or encumbrances. Signatory parties agree that sale transaction is not complete until all drafts or checks have cleared and title is assigned to purchaser. Effective IMMEDIATELY, AS OF TODAY January 17, 2018, ALL SALES MUST be paid for the night of the Auction, with cash, check or a floor plan company. If NO payment is here at the time title arrives, a fee of \$25.00 will be added to your total daily.

B  
DALLAS

1FD8W3HT2FEA32814

443058-1079  
ROCK HILL USED CARS

EXHIBIT "E"

## CERTIFICATE OF TITLE

## STATE OF OKLAHOMA

VEHICLE IDENTIFICATION NUMBER  
1FD8W3HT2FEA32814YEAR  
2015MAKE  
FORDTITLE NO.  
810004658680BODY TYPE  
CHMODEL  
F3DDATE 1st SOLD  
08-Oct-2014DATE ISSUED  
23-Jan-2018AGENT NO.  
M8808ODOMETER  
79806  
ActualTYPE OF TITLE  
TransferDATE INS.  
LOSS OR SALVAGE

NAME AND ADDRESS OF VEHICLE OWNER

ENVIROCLEAN SERVICES LLC  
PO BOX 721090  
OKLAHOMA CITY OK 73172-1090

THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S):

12/18/2017 FORD MOTOR CREDIT COMPANY



T

ROCK HILL USED CARS  
DALLAS

443058-1079

1FD8W3HT2FEA32814



It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests.

CONTROL NO.

45232706

(This is not a title number.)



## ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: )

IF REGISTERED  
OWNER (SELLER) IS  
A LICENSED DEALER,  
PLACE OKLAHOMA  
MOTOR VEHICLE TAX  
STAMP HERE

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): ROCK HILL USED CARSPurchaser(s) Complete Address: 5191-30 E, SULPHUR SPRING, TXActual Purchase Price of Vehicle: 75482

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

112637 (NO TENTHS)

☐ 1. The odometer has exceeded its mechanical limits.☐ 2. The odometer reading is NOT the actual mileage. Warning — Odometer DiscrepancySignature of Seller(s): [Signature]Printed Name of Seller(s): Clifford C. [Signature]

Subscribed and Sworn to before me this

23<sup>rd</sup>

Day of

December, 2022

Notary Public: [Signature]

Commission Expiration:

9-27-2022

Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Signature of Buyer(s):

Printed Name of Buyer(s):



VOID IF ALTERED





FORD CREDIT

P.O. Box 152271  
Irving, TX 75015-2271  
1-800-727-7000

12/2/2019

ENVIROCLEAN SERVICES LLC  
PO BOX 721090  
OKLAHOMA CITY OK 73172

Fax to: N/A

**LIEN RELEASE**

**Account No:** 55649088

**Vehicle Owner:** ENVIROCLEAN SERVICES LLC  
PO BOX 721090  
OKLAHOMA CITY OK 73172

**Vehicle Information**

<b>Make:</b> FORD	<b>Model:</b> F350
<b>Year:</b> 2015	<b>ID No:</b> 1FD8W3HT2FEA32814

We regret we were unable to locate the original Oklahoma Lien Entry Form. Please use this document to release the lien.

This is to certify that Ford Motor Credit Company's security interest in the above-described vehicle has been satisfied by payment on 11/29/19.

Ford Motor Credit Company

Account Services Representative

Sworn to and subscribed before me this 3 day of December, 2019

Stephanie Nesto  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT "F"**

Lawton Cache Auto Auction

**INVOICE & BILL OF SALE**

580-536-4645

Print Date: 1/15/2020

Print Time: 1:28 PM

1 Southwest 112th St.  
Lawton, OK 73505

ANNOUNCED CONDITIONS OR COMMENTS:

UNIT# 162

**BUYER(Purchaser) :** P-109420 376  
 Mike Garrison 903-440-5557  
 Rock Hill Used Cars  
 549 Interstate 30 East  
 Sulphur Springs, TX 75482

**Seller A32814**  
 A32814 ENVIROCLEAN  
 Cat Lard  
 Po Box 721090  
 Oklahoma City, OK 73172

**SALE#:** 39466  
**DATE:** 1/15/20  
**STATUS:** SLD  
**DRIVE:** Green  
**LANE**

**VEHICLE DESCRIPTION**

**SERIAL** 1FT7W2BTXFEA02463 **A02463**  
**ODOMETER STATUS**  
**YEAR** 2015 **MAKE** FORD  
**MODEL** F250SD **BODY** CREW C  
**COLOR** White **RADIO**  
**LICENSE** **FUEL** Diesel  
**TITLE** **TRANS** AUTO

**ODOMETER DISCLOSURE STATEMENT**

Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I \_\_\_\_\_ state that the odometer  
 (Transferor's /seller hand printed name)

(Of the vehicle herein described) now reads **147864** miles and to the best of my knowledge, it reflects the actual mileage of the vehicle, and one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.  
☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

**WARNING - ODOMETER DISCREPANCY.**

Transferor's (Seller) signature \_\_\_\_\_

Transferee's (buyer) signature \_\_\_\_\_

Transferee's (buyer) signature \_\_\_\_\_

Printed name of person(buyer) signing \_\_\_\_\_

SALE PRICE: 28,000

BUYER FEE: 490.00

DRAFT FEE:

SALES TAX

TOTAL DUE: 28,490.00

PAID: 28,490.00

BALANCE: \$0.00

PD BY:FI  
AFC

B DALLAS

1FT7W2BTX FEA02463

443058-1084  
ROCK HILL USED CARS

ALL SALES FINAL DAY OF SALE. It is understood and agreed, between the consignor, the purchaser and Lawton Cache Auto Auction is not responsible for fire, theft, or damage to the above described vehicle while on the premises before, during or after the sale. LAWTON CACHE AUTO AUCTION DOES NOT HAVE INSURANCE COVERING ANY VEHICLE. "This sale is solely a transaction between the buyer and the seller parties" ~ Subject to final handing and approving of the Auction. The buyer is expected to pay for any vehicle which he/she buys unless excused by the Auction. Please clear all items promptly after purchase. The Auction does not guarantee the mileage, year, model or factory warranty on any vehicle sold through this auction. Seller warrants that he/she has good negotiable title and that it is free and clear of all items and or encumbrances. Signatory parties agree that sale transaction is not complete until all drafts or checks have cleared and title is assigned to purchaser. Effective IMMEDIATELY, AS OF TODAY January 17, 2018, ALL SALES MUST be paid for the night of the Auction, with cash, check or a floor plan company. If NO payment is here at the time title arrives, a fee of \$25.00 will be added to your total daily.

**EXHIBIT "G"****CERTIFICATE OF TITLE****STATE OF OKLAHOMA**

VEHICLE IDENTIFICATION NUMBER <b>1FT7W2BTXFEA02463</b>		YEAR <b>2015</b>	MAKE <b>FORD</b>	TITLE NO <b>810007970079</b>
BODY TYPE <b>CW</b>	MODEL <b>F2S</b>	DATE 1st SOLD <b>01-Jul-2014</b>		DATE ISSUED <b>09-Jan-2020</b>
AGENT NO. <b>M8808</b>	COLOR <b>White</b>	APPLICATION DATE <b>08-Jan-2020</b>	ODOMETER <b>88828</b>	TYPE OF TITLE <b>Duplicate</b>
NAME AND ADDRESS OF VEHICLE OWNER			DATE INS. <b>Actual</b>	
			LOSS OR SALVAGE	

**ENVIROCLEAN SERVICES LLC**  
**PO BOX 721090**  
**OKLAHOMA CITY OK 73172-1090**

THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S):

*It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests.*

CONTROL NO.

**48111363**

(This is not a title number)



**443058-1084**  
**ROCK HILL USED CARS**  
**DALLAS**

**ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: \_\_\_\_\_)**

IF REGISTERED  
OWNER (SELLER) IS  
A LICENSED DEALER,  
PLACE OKLAHOMA  
MOTOR VEHICLE TAX  
STAMP HERE

I/We hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print):

Purchaser(s) Complete Address:

Actual Purchase Price of Vehicle:

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

☒ 1. The odometer has exceeded its mechanical limits.

☐ 2. The odometer reading is NOT the actual mileage. Warning:

Signature of Seller(s):

Printed Name of Seller(s):

Subscribed and sworn to before me this

Day of

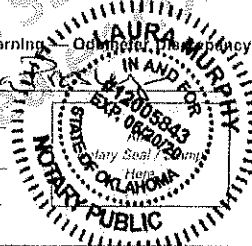
Notary Public:

Commission Expires:

Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Signature of Buyer(s):

Printed Name of Buyer(s):



**VOID IF ALTERED**

**Ownership Transfer Information**

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

**ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.**

**REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER:** \_\_\_\_\_

PLACE OKLAHOMA  
MOTOR VEHICLE TAX  
STAMP HERE

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

**Purchaser(s) Name (Type or Print):** \_\_\_\_\_

**Purchaser(s) Complete Address:** \_\_\_\_\_

**Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-In:** \_\_\_\_\_

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

☐ ☐ ☐ ☐ ☐ ☐ ☐

(NO TENTHS)

☐ ☐

1. The odometer has exceeded its mechanical limits.

2. The odometer reading is NOT the actual mileage. **Warning — Odometer Discrepancy**

**Signature of Seller(s):** \_\_\_\_\_

**Printed Name of Seller(s):** \_\_\_\_\_

Subscribed and Sworn to Before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ Commission Expiration: \_\_\_\_\_

Affix  
Notary Seal / Stamp  
Here

*Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.*

**Signature of Buyer(s):** \_\_\_\_\_

**Printed Name of Buyer(s):** \_\_\_\_\_

**REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER:** \_\_\_\_\_

PLACE OKLAHOMA  
MOTOR VEHICLE TAX  
STAMP HERE

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

**Purchaser(s) Name (Type or Print):** \_\_\_\_\_

**Purchaser(s) Complete Address:** \_\_\_\_\_

**Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-In:** \_\_\_\_\_

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

☐ ☐ ☐ ☐ ☐ ☐ ☐

(NO TENTHS)

☐ ☐

1. The odometer has exceeded its mechanical limits.

2. The odometer reading is NOT the actual mileage. **Warning — Odometer Discrepancy**

**Signature of Seller(s):** \_\_\_\_\_

**Printed Name of Seller(s):** \_\_\_\_\_

Subscribed and Sworn to Before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ Commission Expiration: \_\_\_\_\_

Affix  
Notary Seal / Stamp  
Here

*Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.*

**Signature of Buyer(s):** \_\_\_\_\_

**Printed Name of Buyer(s):** \_\_\_\_\_

**LIENHOLDER INFORMATION**

Any active lien or encumbrance against this vehicle is to be described below. Any active lien reflected on the face of this certificate will carry forward to any subsequent Oklahoma title issued unless a proper release of lien has been executed.

**LIENHOLDER NAME:** \_\_\_\_\_

**DATE OF LIEN:** \_\_\_\_\_

**LIENHOLDER ADDRESS / CITY / STATE / ZIP:** \_\_\_\_\_

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

NEXTGEAR CAPITAL, INC. AND  
AUTOMOTIVE FINANCE  
CORPORATION,

Plaintiffs,

v.

DRUIEN, INC. D/B/A LAWSTON  
AUTO AUCTION, LISA DRUIEN,  
MICHAEL GARRISON D/B/A ROCK  
HILL USED CARS, AND AUSTIN  
GARRISON D/B/A AUSTIN FINANCIAL  
SERVICES,

Defendants.

Adv. Pro. No. 18-03393

**BUSINESS RECORDS AFFIDAVIT**

STATE OF \* \_\_\_\_\_ §  
COUNTY OF \* \_\_\_\_\_ §

BEFORE ME, the undersigned official, on this day personally appeared  
\* \_\_\_\_\_, known to me to be a credible person and whom, after having been by  
me first duly sworn, under oath deposed and stated the following:

1. My name is \* \_\_\_\_\_. I am over eighteen years old, I  
understand the nature of this oath, and I am otherwise competent to testify as to the matters stated in  
this Affidavit. My title at Enviro Clean Services, LLC is \* \_\_\_\_\_, and I am  
authorized by Enviro Clean Services, LLC to testify herein. This testimony is based on my own  
personal knowledge and the facts stated herein are true and correct. I have also personally reviewed  
each of the documents attached hereto.

2. I am a custodian of the records of Enviro Clean Services, LLC concerning business dealings with Garrison d/b/a Rock Hill Used Cars and/or Druen, Inc. d/b/a Lawton Auto Auction. Attached hereto are \*\_\_\_\_\_ pages of records. These said pages of records are kept by Enviro Clean Services, LLC in the regular course of business, and it was the regular course of Enviro Clean Services, LLC's business for an employee or representative with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original.

Further affiant sayeth not.

Executed this the \*\_\_\_\_\_ day of \*\_\_\_\_\_, 2021.

\*\_\_\_\_\_

By: \*\_\_\_\_\_

Title: \*\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me by the said  
\*\_\_\_\_\_, the \*\_\_\_\_\_ of Enviro Clean Services,  
LLC, on this the \*\_\_\_\_\_ day of \*\_\_\_\_\_, 2021, to certify which witness my  
hand and seal of office.

\_\_\_\_\_  
Notary Public In and For Said  
County and State